

EXHIBIT I

Part Two

Nokia Siemens
Networks

Contract Number XXXXXX-XXXX

the aforesaid amounts are reasonable in light of the anticipated actual harm that might be caused by any such breach of contract and the difficulty of ascertaining damages.

- 7.6 Notice of Delays. Should TNS not be able to perform its respective obligations within the applicable Time for Completion, then TNS shall notify NSN immediately thereof and shall immediately provide a plan for remedy of said non-conformity in order to avoid any delays. In the absence of instructions from NSN to the contrary TNS shall promptly proceed with the remedial actions in accordance with the proposed plan.

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TNS would like to understand better
what is meant by "Site" in this context;
amount of LD to be discussed as well.

ARTICLE 8 - LOGISTICS

- 8.1 In addition to the provisions below, TNS shall carry out the tasks relating to logistics as described in an Amendments and/or Attachments.
- 8.2 TNS shall make its own arrangements with regard to the loading, unloading, transportation to Sites and the temporary warehousing of the Products, Materials, Equipment, and tools to be supplied by TNS and/or NSN. It is expressly stated that all the costs for these activities are deemed to be included in the price of the Works unless agreed otherwise by TNS and NSN.
- 8.3 TNS shall have a process in place to control and document material and equipment inspection receipt for compliance with technical requirement, inclusive of a process to control and dispose of damaged or non-conforming items. For NSN and/or Customer provided materials and/or equipment, any discrepancies shall be submitted to NSN in conformance with the requirements of the local market. TNS shall be responsible for the receipt, handling, and storage of material/equipment and shall inspect, count, and sign the delivery carrier packing slip and truck bill of lading. Any material discrepancies discovered by TNS at time of receipt, shall be immediately reported to NSN.
- 8.4 TNS shall have a process in place that will ensure that all materials and equipment under its jurisdiction/control are maintained in accordance with the manufacturer's recommendation or specified requirements and to prevent damage or deterioration of the items.
- 8.5 NSN/Customer material/equipment removed from the Sites shall be returned to the Customer's/NSN's facility or warehouse, as directed by NSN.
- 8.6 TNS shall manage and track materials, supplied by NSN and/or Customer, and delivered to TNS's facilities.
- 8.7 TNS shall continuously maintain adequate protection and security for all of the Works, materials, and/or equipment from damage of theft and shall protect NSN's property, Customer's property and all adjacent property from injury or loss arising in connection with activities under this MSA.

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ARTICLE 9 – TRAINING, LICENSING AND SERVICE EXCELLENCE PROGRAM

- 9.1 Training - If applicable, NSN shall provide training to TNS's key personnel prior to the commencement of the Work. TNS will be responsible for and shall pay all costs and expenses incurred by TNS in connection with such training, including travel and living expenses as well as the current fees charged by NSN for such training of TNS personnel. Such key personnel shall train all personnel of the Subcontractor who will perform the Services so as to enable Subcontractor to successfully fulfill its obligations under this MSA and in connection with all applicable Appendices, Amendments, and/or Attachments.

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- 9.2 Service Excellence Program - TNS shall comply with all the requirements of NSN's Service Excellence Program (hereinafter referred to as "SEP") and as more fully described in Appendix 3, "Service Excellence Program," throughout the performance of the Services and duration of the MSA. Participation in and compliance with the SEP requirements are mandatory for all suppliers performing services in NSN projects.

The SEP encompass TNS's technician registration, training, licensing, quality compliance, reporting and quality uplift trainings. Details pertaining to the SEP shall be contained in a separate document made available to TNS and may be updated from time to time as deemed appropriate by NSN. TNS shall ensure that all its technicians performing work in NSN projects have been appropriately registered in the SEP database, qualified, trained, and licensed to perform the services for which TNS is contracted. TNS shall not permit any of its technicians who have not been appropriately licensed by NSN prior to perform any work on NSN projects and shall be responsible for all costs incurred by NSN as a result of its failure to comply with this requirement. TNS shall ensure that its technicians who have been identified as failing to meet the specified quality installation standards attend quality uplift trainings offered from time to time or participate in competence improvement plans as deemed appropriate by NSN.

TNS shall ensure that its technicians, unless specifically excluded by NSN, are registered in the SEP database, qualified, trained, and licensed to perform the Work under this MSA. TNS specifically acknowledges that its technicians/employees are prohibited from performing any work under this MSA unless licensed under SEP. All costs associated which SEP compliance shall be the responsibility of TNS.

ARTICLE 10 - QUALITY ASSURANCE

- 10.1. Materials. TNS is responsible for the quality of all Materials and tools provided or used by TNS in the performance of the Services. TNS's quality management process shall include the functions required to ensure that the Services satisfy the overall need for quality in the System. TNS will provide its quality process to NSN and will adjust it, if necessary, to comply with NSN's overall quality process. TNS's obligations with regard to quality are further described in the applicable Amendment and/or Attachment.
- 10.2. Quality Management System. A quality management system shall cover subcontractors of TNS, and TNS shall be responsible for compliance of it's subcontractors as provided for herein.
- 10.3. Right of Inspection. NSN and/or Customer or their respective representatives shall have the right at all times to inspect the performance of the Services at the Sites and to reject any part thereof that does not comply with the terms of this MSA, including all requirements related to quality. For purposes of any quality inspection, TNS shall make all relevant documents and adequate personnel and facilities available to NSN or its designee. In case of rejection, TNS shall immediately rectify such part thereof that is non-compliant. NSN and TNS will record the results of such visits to continuously improve the quality of the Services. NSN will provide the results of such performance evaluations to TNS upon TNS's request. Any inspection, checking, approval, or acceptance given on behalf of NSN and/or Customer shall not relieve TNS from any obligation under this MSA or applicable Amendment and/or Attachment.
- 10.4. Quality Audits. TNS shall disclose the name and contact details of its material suppliers, subcontractors, and partners to NSN that are engaged to support TNS's Services under an Amendment and/or Attachment. In addition to compliance with the terms and conditions of this MSA, agreements with such suppliers, subcontractors or partners must, contain a requirement which enables NSN or Customer to carry out quality audits on the premises of such supplier, subcontractor, or partner and anywhere they might be performing Services. Personnel and facilities of TNS and any of its subcontractors shall be made available as required by NSN or Customer for purposes of the audit.

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- 10.5. Self-Audits. Quality is of major importance in the delivery of the System, and TNS is responsible for the quality of the Implementation Works it carries out pursuant to Purchase Orders. TNS is responsible for 100% self auditing of all sites and 100% compliance with NSN's standards. Costs associated with remedial work shall be borne by TNS, as shall NSN's costs in identifying defective works. Sites found non-conforming, with service affecting defects, may be subject to re-audit by NSN, and in such an event, TNS may be assessed \$375 per re-audit.
- 10.6. Testing. Quality checks and tests of installed facilities shall be performed by TNS in accordance with documented requirements of NSN.
- 10.7. Confidential Documents. TNS must nominate a person that will be responsible for receiving controlled copies of NSN Information. These controlled copies are subject to NSN's document control service and are constantly updated so that TNS always has information which is identical to that which is available to NSN. NSN is the owner of all NSN Information including such documentation, and the documentation must be handled in accordance with the requirements of Article 24, entitled "Confidential Information." TNS must introduce and maintain an effective method of managing these documents and the contents of these documents so that the applicable versions of the relevant document are available wherever they are required, and that outdated documents are immediately removed from wherever they are used.
- 10.8. Quality Representative. TNS shall nominate a quality representative responsible for constant quality assurance in connection with the Services, this MSA, and any applicable Amendment and/or Attachment.

ARTICLE 11- PRICE AND PAYMENTS

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- 11.1. Prices. The prices and payment terms for the Services/Work are set forth in this Article 11 and the relevant Amendments and/or Attachments. The Parties shall meet, if so requested by NSN, to review the prices taking into account then current market conditions and the experience gained from the performance of Services. The prices include all costs and expenses incurred in the provision of the Services (e.g., all personnel costs, whether direct or indirect, overheads, profit, supervision, social costs, hand tools, personal transport, communication costs, office costs, minor installation materials, fixings, duties, freight, insurance, packing, transport, storage, unpacking and removal of waste, positioning, Installation, Commissioning and testing, etc.) as well as all other charges, expenses and taxes arising in the Territory or elsewhere with the sole exception of taxes based on the income of NSN. Any additional costs and expenses shall be outlined in the applicable Amendment and/or Attachment.

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- 11.2. Competitive Pricing. TNS warrants that the prices given to NSN shall not exceed the prices charged to other similarly situated customers of TNS for the performance of the Services. It is recognized by TNS that the ordering of the Services from TNS is always subject to the same being competitive terms of pricing, timing, quality, and other aspects of performance. Upon request by NSN, an officer of TNS shall certify that TNS has complied with the provisions of this paragraph 11.2 at a frequency of not more than once per calendar year. Where it is established that TNS has not complied with this paragraph 11.2, then TNS shall make a price adjustment to remedy any such discrepancies, which shall take into account the duration over which TNS failed to comply with this paragraph 11.2.

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- 11.3. Payment Terms. The currency of this MSA is United States Dollars. The payment terms and invoicing milestones for the Services are set forth in the applicable Amendment and/or Attachment. Unless otherwise agreed, NSN, and subject to the provisions of paragraphs 11.4 through 11.11 shall have no obligation to pay TNS any amounts invoiced more than six (6) months following the event or milestone giving rise to TNS's right to invoice NSN for such amounts, and TNS waives any rights it may have to



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invoice for and collect such amounts.

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11.4 Payment to Subcontractors

TNS shall pay all claims of persons or firms furnishing labor, equipment, or materials used in performing the Work under this MSA in accordance with the terms of applicable agreements between TNS and such persons or firms. As a condition precedent to any payment by NSN, NSN may require TNS to submit satisfactory evidence of payment. If there is any evidence of any such unpaid claim, NSN may withhold any payment until TNS has furnished evidence of payment.

11.5 Extra Site Visits

In the event NSN issues a Notice to Proceed, or such other document advising TNS to commence the Works and the Site is not ready for such Works, or NSN directs TNS to return to the Site, through no fault of TNS, the cost for an Extra Site Visit shall be the responsibility of NSN. In the event TNS is required to return to the Site, for a reason substantially attributable to TNS, the cost of such Extra Site Visit shall be the responsibility of TNS. Notwithstanding anything to the contrary, in the event TNS fails/neglects to submit a claim for payment for the Extra Site Visit within seven (7) calendar days of its occurrence, TNS expressly waives its right to compensation and TNS will not be paid for the Extra Site Visit.

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11.6 Pass Through Costs

Pass-Through Costs are those cost incurred by TNS for Works/Services, or otherwise, as requested and approved by NSN but which are not priced elsewhere within this MSA and which costs are reimbursable to NSN by the Customer. Notwithstanding any provision to the contrary, TNS must submit a Change Order for all pass-through reimbursable costs and third party invoices to NSN within thirty (30) calendar days following completion of the Works. Notwithstanding anything to the contrary, in the event TNS fails/neglects to submit a claim for payment for the Pass-Through Costs within said thirty (30) calendar days of incurring the costs, TNS expressly waives its right to compensation and TNS will not be paid for the Pass-Through Costs.

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11.7 Change Orders

TNS shall not commence extra works under Article 4, "Changes" without the prior issuance of a Purchase Order provided that NSN may, at its discretion, direct TNS, by e-mail, to perform such extra works and provided that TNS shall submit a Change Order Request within thirty (30) calendar days of completion of such extra works. Notwithstanding anything to the contrary, in the event TNS fails/neglects to submit a Change Order within said thirty (30) calendar days of performing the Works, TNS expressly waives its right to compensation and TNS will not be paid for the Change Order.

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11.8 Extra Works

In the event TNS believes it has performed extra works and/or provided extra materials and/or equipment outside the Scope of Work, TNS shall submit a claim within thirty (30) Days of performing such extra works and/or providing extra materials and/or equipment. Notwithstanding anything to the contrary, in the event TNS fails/neglects to submit a claim for payment for the extra works and/or providing extra materials and/or equipment said thirty (30) Days of performing the Works/providing the materials/equipment, TNS expressly waives its right to compensation and TNS will not be paid for the extra works/materials and/or equipment.

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11.9 Adjustments

All prices are fixed for the duration of the identifiable project and are not subject to escalation for any reasonable cause during that period. Payment of the Unit Rates/Hourly Rates shall constitute full payment for performance of the Work and covers all reasonable costs of whatever nature incurred by TNS in accomplishing the Work in accordance with this MSA, attached Appendices, Amendments and/or Attachments.

11.10 Acceptance

No payment of invoices or portions thereof shall at any time constitute approval or acceptance of any Works under this MSA, Appendices, Amendments and/or Attachments, nor be considered a waiver by NSN or Customer of any of the terms of this MSA. However, title to all equipment and materials for which payment has been made, whether or not the same has been incorporated in the Work, and title to all completed Works whether paid for or not, shall vest in NSN, or Customer as the case may be, and in any case shall not be part of TNS's property or estate in the event TNS is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of TNS's insolvency, or if this MSA, Amendment and/or Attachment is terminated.

11.11 Supporting Documentation

The submission of any claim for an Extra Site Visit, Pass-Through Costs, Change Orders, Extra Works, or any other claim for payment by TNS, shall be supported by all documentation/data as may be reasonably requested by NSN.

ARTICLE 12 - AUDIT RIGHTS

- 12.1 During the term of this MSA and for three (3) years thereafter, employees of NSN, at its cost, and its public auditors may audit the accuracy of TNS's charges to NSN and verify that the Services have been or are being performed in accordance with this MSA and applicable Appendices, Amendments and/or Attachments.
- 12.2 NSN designated personnel will be provided with reasonable access to books and records and facilities which are related to this MSA and TNS's activities and billings hereunder. Such audits may be conducted at any time during normal business hours upon reasonable prior notice by NSN to TNS. TNS will cooperate in the audit, will make the information reasonably required to conduct the audit available on a timely basis and will provide reasonable assistance to the representatives of NSN conducting the audit.
- 12.3 With respect to the amounts chargeable to and payments made by NSN under this MSA, TNS's records shall be kept in accordance with generally accepted accounting principles applied on a consistent basis.
- 12.4 Following each audit, NSN will notify TNS of any issues identified in the audit that pertain to TNS and its performance under this MSA. Within ten (10) Working Days following such notice from NSN, TNS will submit to NSN a corrective action plan for any deficiencies in TNS's performance of the Services identified in the audit, and will correct any identified deficiencies at no cost to NSN. TNS will remit to NSN any undisputed overcharges paid by NSN to TNS that are identified in the audit within thirty (30) Days following NSN's notification of such overcharges. If the overcharges are more than five percent (5%) of the amount that should have been paid by NSN, TNS shall also remit to NSN interest on such overcharges equal to the lesser of (i) two percent per annum more than the prime rate established from time to time by Citibank N.A., New York on the date on which NSN notified TNS of the overcharge, or (ii)

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the maximum rate of interest allowed by applicable law. Such interest will be applied during the period of time between when NSN made the overcharge payment to TNS and TNS subsequently remitted the overcharge to NSN.

ARTICLE 13 - MECHANIC'S LIENS

- 13.1. **No Lien Rights.** In addition to the TNS's obligations set forth under paragraphs 13.2 and 13.3, as a material inducement to NSN for entering into this MSA, subject to NSN's payment to TNS of all undisputed amounts due and payable to TNS under this MSA, TNS agrees and acknowledges that it will file no lien (and, to the fullest extent permitted by applicable law, waives all rights to file a lien) against any of the Services, Material, Equipment and/or Sites which are the subject of this MSA or any Amendment and/or Attachment. TNS hereby waives and releases all lien rights, whether statutory or constitutional, equitable, contractual or otherwise available under common law or equity. TNS also agrees to obtain an agreement and lien rights waiver from each subcontractor and/or supplier with whom it does business in connection with this MSA on terms no less strict than those contained herein. TNS agrees and understands that such a waiver is of great importance to NSN, that the ownership interests and rights associated with the Services, Material, Equipment and Sites are complex, and that lien claims filed against same are likely to cause serious damage to NSN, NSN's Customers and third parties. TNS further agrees that its sole recourse for payment under this MSA and in connection with any Amendment and/or Attachment will be against NSN only. TNS agrees to sign any additional documents that NSN may reasonably request to verify or perfect the agreements in this Article 13, this MSA and any Appendices, Amendments and/or Attachments; provided that such documents are on terms mutually acceptable to the Parties and do not alter the rights or obligations of the Parties under this MSA.

- 13.2. **Removal of Liens/Final Waiver of Lien/Payment to Subcontractors.** TNS will pay its subcontractors for all services, materials, equipment and labor used under this MSA in accordance with the terms of the applicable agreements with such subcontractors and will keep NSN's and Customer's real or leasehold property and all Sites free of claims or liens. TNS will submit to NSN a signed and notarized Waiver and Release of Liens substantially in the form attached as Appendix 4, "Final Waiver of Lien", and/or Appendix 5, "Release and Certificate of Payment" modified to comply with applicable state law, executed by TNS and all its subcontractors of all tiers at such intervals as NSN may, at its discretion, determine. TNS agrees to indemnify and defend NSN from and against any lien claims and to discharge any lien or furnish an indemnity bond equal to the amount required by law within fifteen (15) days of notice from NSN of the presence of any lien. NSN will be entitled to pay any lien claim not discharged as required by this Article 13 and to charge the amount so paid against amounts due TNS.

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NSN reserves the right to make direct payment to TNS's subcontractors and deduct the payment from amounts due to TNS or to make payments jointly to TNS and its subcontractors as NSN determines necessary to protect NSN's rights under this MSA or to protect any Site from liens. Nothing in this Article 13 will create any obligation on the part of NSN to make any payment to any of TNS subcontractor and no payment by NSN to any of TNS subcontractors will create any obligation to make any further payment to this subcontractor.

- 13.3 **Sworn Statement.** THE LAW IN SOME JURISDICTIONS REQUIRES THAT TNS SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO TNS. Upon the request of NSN, TNS shall provide NSN with a sworn statement, substantially in form attached as Appendix 6, "Contractor's Affidavit," of the names and addresses of all Parties' furnishing materials and/or labor and the amounts due or to become due to each.

ARTICLE 14 - WARRANTIES



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14.1 Generally, TNS warrants that:

- (a) it has the personnel and other resources with the necessary skills and experience to fulfill TNS's obligations under this MSA;
- (b) all personnel of TNS and of TNS's subcontractors involved in the performance of the Services have all necessary professional qualifications and shall at all times behave in a professional manner whether at Site or when in contact with the Customer or otherwise;
- (c) the Services shall be performed with due care and skill and in accordance with the relevant laws, regulations, national standards, Orders, this MSA, the applicable Amendment and/or Attachment, and NSN's instructions, procedures, processes and documentation that have been communicated to TNS in writing, and that after the Services have been performed, the Equipment will be free of any defects in engineering and workmanship arising in connection with the Services; and ~~(Note: in connection with the warranty for engineering defects, we need to receive NSN's E&O policy limits in Appendix 7, which are not filled out.)~~
- (d) all Materials supplied in connection with the Services shall be (i) of good and merchantable quality; (ii) fit for the System; (iii) new and not previously used; and (iv) free from defects in engineering, workmanship and Installation.

14.2 Warranty Period. The warranty period is twelve months from the date of NSN Acceptance, or in respect of replaced or repaired parts, twelve (12) months from such repair or replacement, which period, however, shall not expire prior to the expiry of the original warranty period. If NSN notifies TNS in writing during the warranty period of any failure of the Services to comply with any of the warranties under paragraph 14.1, then TNS shall at its own cost promptly and in any event within five (5) Working Days of such notification commence correction of all such failures in the Services or repair/replace the defective Materials unless such failure is service affecting and in such an event, such repair/replace shall be implemented with twenty-four (24) hours of notice. If TNS does not comply with its obligations regarding such failures within the foregoing periods, then NSN may, at its option and in addition to any other rights or remedies it may have, take action to have the failures corrected by a third party at TNS's expense. TNS agrees that failures repaired by third parties, and Services performed by third parties at Sites or in a Zone where TNS has performed or will perform Services, shall not void any TNS warranties unless TNS proves reckless or intentionally wrongful misconduct by said third parties should result in the voiding of a specific and relevant warranty, or if said third party does not comply with similar training and SEP requirements in Article 9, and any other training or certification protocols.

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14.3 Title. Upon delivery of invoice, TNS represents and warrants (i) NSN shall have title to drawings, designs, equipment, materials, and any other items delivered pursuant to such Purchase Order free and clear of any and all liens and encumbrances of any kind and (ii) TNS has all requisite authority and has obtained all authorizations required by law or under any agreement from any and all third parties necessary for TNS to grant NSN the rights and interests in the Deliverables.

14.4 Subcontractors' and Manufacturers' Warranties. TNS shall assign all subcontractors', manufacturers' or other warranties on any and all materials, equipment and services delivered to NSN and/or Customer by TNS (if any) to the extent assignable to NSN and/or Customer on demand and in no event later than delivery of the material, equipment or service. TNS shall use commercially reasonable efforts to make all such warranties assignable to NSN.



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- 14.5 NSN shall provide TNS with written notice of any alleged or claimed breach of the foregoing warranty ("Notice of Breach") within one hundred eighty (180) Days after discovery thereof.

ARTICLE 16 – INDEMNITIES

- 16.1 By NSN, NSN will indemnify TNS, its officers, directors, employees, agents, successors and assigns (each, a "TNS Indemnified Party"), from, and defend such parties against, any liability (including judgments and settlements) or expenses (including reasonable attorneys' fees and expenses, court costs and other litigation expenses) to the extent arising out of or relating to any claim brought by a third party against such parties, but excluding any liability or expenses resulting from any acts or omissions of any TNS Indemnified Party;

- (a) that the NSN Information (other than NSN Information developed by or under Specifications or other specific instructions of Customer or TNS) infringes or contributory infringes upon the proprietary rights of any third party, except to the extent that such infringement is caused by (i) TNS's failure to use such NSN Information in accordance with the terms of this MSA and any related documentation provided to TNS or modification thereof not made by or pursuant to Specifications or other specific instructions furnished by NSN, (ii) TNS's failure to use corrections or modifications thereof provided by NSN, (iii) TNS's use thereof in combination with a product or information not furnished by or obtained at the specific instruction of NSN, or (iv) information, directions, Specifications or Materials provided by TNS;
- (b) relating to the inaccuracy or untruthfulness of any representation or warranty of NSN contained in this MSA;
- (c) relating to NSN's breach of any of its obligations under this MSA; and
- (d) relating to personal injury (including death) or damage to property resulting from NSN's acts or omissions.

- 16.2 By TNS, TNS will indemnify NSN and Customer and their officers, directors, employees, agents, successors and assigns (each, an "NSN Indemnified Party"), from, and defend such parties against, any liability (including judgments and settlements) or expenses (including reasonable attorney's fees and expenses, court costs and other litigation expenses) to the extent arising out of or relating to any claim brought by a third party against such parties, but excluding any liability or expenses resulting from any acts or omissions of any NSN Indemnified Party.

- (a) that the Services, Materials, Work Product, Pre-existing Materials, any enhancements or modifications to the NSN Information performed by or under the specifications or other specific instructions TNS, or any other resources or items provided to NSN by TNS infringe or contributory infringe upon the proprietary rights of any third party, except to the extent that such infringement is caused by (i) NSN's failure to use such item in accordance with the terms of this MSA and any related documentation provided to NSN or modifications thereof not made by or pursuant to specifications or other specific instructions furnished by TNS, (ii) NSN's failure to use corrections or modifications thereof provided by TNS, (iii) NSN's use thereof in combination with a product or information not furnished by or obtained at the specific instruction of TNS, or (iv) information, directions, specifications or materials provided by NSN;

- (b) relating to any duties or obligations of TNS under an agreement between TNS and any third

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PERFORMANCE BOND

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GUARANTEE AND BANK GUARANTEE

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15.1 . Performance Bond - If required by NSN, TNS shall submit to NSN an irrevocable, unconditional, on-demand Performance Bond within fourteen (14) Days prior to commencement of the Work. The costs of such bond shall be at the expense of NSN. The Performance Bond shall be equal to ten percent (10%) of the estimated value of the Work provided that the estimated value, increase or decrease, shall be reviewed not less than annually, and issued in a form and by a first class bank acceptable to NSN as security against any default under this MSA by TNS. The Performance Bond shall remain valid until

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15.2 . Parent Company Guarantee - If required by NSN, TNS shall provide a Parent Company Guarantee to NSN. The Parent Company Guarantee shall be in a form acceptable to NSN and shall remain valid until any and all obligations of TNS remain unsettled under this MSA.¶

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15.3 . Bank Guarantee - If required by NSN, TNS shall provide an unconditional and irrevocable bank guarantee, in a form and drawn on a bank reasonably acceptable to NSN, in an amount not to exceed ten percent (10%) of the estimated value of this MSA and for the purpose of this MSA, the agreed upon estimated value is ... [1]

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(c) relating to the inaccuracy or untruthfulness of any representation or warranty of TNS contained in this MSA;

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(d) relating to TNS's breach of any of its obligations under this MSA;

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(e) relating to personal injury (including death) or damage to property resulting from TNS's acts or omissions or the acts or omissions of TNS's employees or subcontractors; and

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(f) relating to all claims to the extent resulting from any acts or omissions of TNS that are brought under common law or statute, including, but not limited to, strict tort liability, strict products liability, negligence, misrepresentation, or breach of warranty, except to the extent that NSN is primarily responsible.

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16.3 Indemnification Procedures. To be indemnified under this Article 16, the Party claiming indemnification must notify the other Party in writing of any claim or suit for which indemnification is sought as soon as reasonably possible and in no event more than sixty (60) days of the claim, provide reasonable cooperation (at the non-indemnifying Party's expense) and tender full authority to defend or settle the claim or suit.

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16.4 Settlement. Neither Party has any obligation of indemnity in connection with any settlement made without its written consent. The indemnified Party has the right to participate, at its own expense, in the claim or suit and in selecting counsel.

ARTICLE 17 - DAMAGES

17.1 Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR, NOR WILL THE MEASURE OF DAMAGES INCLUDE, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR AMOUNTS FOR LOSS OF INCOME, PROFITS OR SAVINGS ARISING OUT OF OR RELATING TO ANY CLAIM OR OTHER MATTER (WHETHER IN CONTRACT, TORT OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, THEIR PERFORMANCE OR FAILURE TO PERFORM UNDER THIS MSA OR ANY AMENDMENT AND/OR ATTACHMENT.

17.2 Exclusions. The limitations of liability set forth in paragraph 17.1 shall not apply to (i) indemnification claims set forth in Article 16, (ii) ~~the amounts included within the liquidated damages set forth in Section 20.1~~, or (iii) damages suffered or losses incurred by NSN or TNS in connection with the gross negligence or willful misconduct of the other Party.

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ARTICLE 18 - INSURANCE

18.1 Insurance Requirements. TNS shall comply with the NSN Minimum Insurance Requirements stated in Appendix 7, "Insurance Requirements," and, in addition, TNS shall provide any supplemental/additional Insurance mandated by the Customer. TNS shall provide NSN with a Certificate of Insurance upon contract signature or not later than the date for commencement of the Works and which Certificate of Insurance shall identify NSN as "additional insured."

ARTICLE 19 - DOCUMENTATION



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- 19.1 Documentation. TNS shall at its expense immediately correct all discrepancies, errors, or omissions in drawings and other documentation provided by TNS to NSN hereunder. Such correction shall be without prejudice to any other rights NSN may have as a consequence of such discrepancies, errors, and omissions by law or under this MSA.
- 19.2 NSN Information. All NSN Information delivered hereunder shall be checked by TNS and any errors shall be notified to NSN immediately.
- 19.3 Updating of Tools. The TNS shall appoint a person for each Zone, and identify that person to NSN, who will be responsible for updating NSN database tools per the requirements of the Amendments and/or Attachments.

ARTICLE 20 – DELAYS

- 20.1 TNS Delay. If completion of the Work is delayed beyond the Time for Completion set forth in the applicable Purchase Order for reasons primarily attributable to TNS, then TNS shall pay liquidated damages to NSN calculated on the basis of the price of the delayed Services at the rate set forth in the applicable Purchase Order for each week of delay (and pro-rata for any part thereof), up to a maximum of twenty percent (20%) of the price of the delayed Services. Delayed Services shall include any Services that are completed but cannot be brought into use because of a delay in other Services.
- 20.2 Right to Cancel. If the delay attributable to TNS continues for a period exceeding fifteen (15) Days, in addition to any other rights NSN may have, NSN shall be entitled to terminate the relevant Order, Amendment and/or Attachment for material breach.
- 20.3 NSN Delay. TNS shall not be liable for delays that are solely attributable to NSN or a third party. When TNS encounters a delay which in its reasonable opinion is attributable to NSN or a third party, it shall inform NSN accordingly within one five (5) Working Days and shall also advise NSN within the same time period of a reasonable approximation of the effect of such delay on the time schedule and the Time for Completion of the Services. TNS shall use its commercially reasonable efforts to recover from any such delays.

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ARTICLE 21 - TERM AND TERMINATION

- 21.1 Initial Term. This MSA becomes effective on the Effective Date, and shall, unless earlier terminated in accordance with this MSA, shall remain valid for a term three (3) years, and thereafter until all related obligations hereunder have been duly performed. After the Initial Term, NSN shall have the option to renew this MSA on the terms set forth herein for subsequent one (1) year terms by giving TNS notice of its intention to renew not less than thirty (30) calendar days prior notice to the expiration of the then current term. In the event of expiration or termination of this MSA, the terms of this MSA shall nonetheless survive and continue in effect with respect to any Orders which have not also expired or been terminated.
- 21.2 Termination for Breach. If either Party is in default of a material obligation under this MSA and fails to remedy such default within thirty (30) Days from the date of the other Party's written notice drawing the attention of such Party to the default and requiring the same to be remedied, then the non-defaulting Party shall have the right to terminate this MSA. In the event of bankruptcy, receivership or comparable procedure of a Party, then the non-defaulting Party may terminate this MSA forthwith.
- 21.3 Cancellation or Termination of Customer Contract. In the event that a Customer Contract is cancelled or



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terminated for any reason, then **NSN** may immediately terminate the relevant Amendment and/or Attachment and any or all Orders issued forthwith. **TNS** shall be compensated if **NSN** is compensated by Customer for any such cancellation or termination proportionally.

21.4. Termination for Convenience. Either Party shall have the right to terminate any or all Orders, this MSA, and any Amendment and/or Attachment, in whole or in part, for its convenience upon thirty (30) Days prior written notice to the other Party. In such event, **TNS** shall promptly, and in no event later than the date of expiry of said notice period, cease all relevant Services. **TNS** shall be paid in full for (a) all Services duly completed and Accepted by **NSN** under this MSA and the applicable Appendices, Amendments and/or Attachments, (b) all Services that may be in process at the time of termination based on the percentage the applicable milestone, deliverable or task has been completed, as negotiated and agreed by the Parties in good faith, and (c) all additional direct and documented costs and expenses incurred by **TNS** and which **TNS** cannot mitigate, as a result of the early termination of such services (e.g., termination of leases, equipment rentals, demobilization costs, etc.). In addition, **TNS** shall be paid for additional Services specified by **NSN** in writing and shall receive payment for such Services in proportion to the amount of Services rendered. In all cases where a claim for compensation is made by **TNS** hereunder, such claim must be submitted to **NSN** with supporting documentation within forty-five (45) Days of receipt of notice of termination or later for particular Services if agreed in writing by the Parties. In no event shall such compensation exceed the payments that would have been made to **TNS** under the relevant terminated Orders. **NSN** shall not be obligated to pay the compensation to **TNS** set forth in item (c) above in the event that termination has been due to material breach by **TNS** under paragraph 21.2 above of an Order, this MSA, Appendix, Amendment and/or Attachment.

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21.5 Procedure Upon Termination.

Upon receipt of a notice of termination of all or any portion of the Work under some or all Purchase Orders, under paragraph 21.2, or termination of the entire MSA and all Work under all Purchase Orders under paragraph 21.3, **TNS** shall do the following (to apply only to the portion of the Work terminated and not the entire MSA if a portion has been terminated under paragraph 21.2):

- (a) Stop Work under this MSA on the date such notice of termination is received and to the extent specified in the notice of termination, except those services that are reasonably necessary to be provided in connection with a termination of this MSA;
- (b) Place no further orders or subcontracts for materials, services, or facilities to the extent they relate to the performance of the Work terminated;
- (c) Terminate subcontracts to the extent they relate to the performance of the Work terminated;
- (d) Settle all outstanding liabilities and all claims arising out of any termination of subcontracts for materials, equipment, or services in accordance with the applicable terms of such subcontracts;
- (e) Take such action as may be reasonably necessary, or as **NSN** may direct, for the protection and preservation of the property related to this MSA that is in the possession of **TNS** or any **TNS** subcontractor and in which **NSN** has or may acquire an interest;
- (f) Submit a written final status report detailing the progress made toward completion of the Purchase Order, and any items of the Purchase Order not yet performed; and
- (g) Complete all wind-down activities at **TNS**'s headquarters within sixty (60) Days after the effective



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date of termination.

21.6 In the event of termination (other than by reason of TNS's material breach of this MSA), TNS shall be entitled to payment for:

- (a) Work-in-progress that has not been completed as of the date specified in the notice of termination, with the payment equal to a percentage of the applicable Work Payment Price(s) that is equal to the percentage of Works, as determined by the Parties, actually completed; and
- (b) any and all reasonable and documented wind-down expenses incurred by TNS as a result of early termination. TNS shall submit an invoice to NSN for amounts due under this Section on a monthly basis, provided TNS shall use commercially reasonable efforts to invoice for all amounts due within forty-five (45) calendar days of the effective date of termination. No invoices shall be submitted later than ninety (90) calendar days after the effective date of termination.
- (c) The amounts payable by NSN under paragraph 21(b) shall be verified at NSN's request and expense by a nationally recognized firm of certified public accountants appointed by NSN and reasonably acceptable to TNS. TNS shall be entitled to payment by NSN of undisputed amounts in such invoice within thirty (30) Working Days after NSN's receipt of the invoice. Payment of the amount payable by NSN to TNS pursuant to this paragraph 21.6(c) above shall constitute a total discharge of NSN's liabilities to TNS for termination under this Article 21.

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21.7 Upon payment in full of all amounts outstanding under this MSA, NSN may require TNS immediately to transfer to NSN in the manner and to the extent directed by NSN, title to and possession of any items comprising all or any part of the Work terminated (including all Work-in-progress, deliverables, subcontracts and associated warranties). TNS shall, upon direction of NSN and at NSN's expense, use commercially reasonable efforts to protect and preserve property in the possession of TNS or its subcontractors in which NSN has an interest and shall facilitate access to and possession by NSN of deliverables comprising all or part of the Work terminated.

21.8 Suspension by Customer. If at any time a competent governmental authority revokes or suspends a Customer's license to construct or operate the System, or if a Customer for any reason instructs NSN to stop or suspend work for a period of time, then NSN may require that TNS stop or suspend the relevant Services. At such time when NSN is instructed by the Customer to proceed with the work, NSN shall issue a new time schedule for the performance of the Services in question. NSN shall also compensate TNS as provided under paragraph 21.6 for any direct costs resulting from such rescheduling and that TNS cannot otherwise mitigate. In all cases where a claim for compensation is made by TNS hereafter, such claim must be submitted to NSN with supporting documentation within fourteen (14) Days of issuance of the new time schedule. In no event shall such compensation exceed the payments that would have been made to TNS in the absence of such rescheduling.

ARTICLE 22 - FORCE MAJEURE

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22.1 Force Majeure Event. If and to the extent that a Party's performance of any of its obligations pursuant to this MSA is prevented, hindered or delayed directly or indirectly by events beyond such Party's control, including but not limited to fire, flood, earthquake, tornadoes, hurricanes, elements of nature or acts of God, acts of war, terrorism, sabotage, riots, civil disorders, nationwide strikes or acts of a governmental entity that were not requested, promoted or caused by the affected Party (each, a "Force Majeure Event"), and such nonperformance, hindrance or delay could not have been prevented by the taking of all reasonable precautions by the non-performing, hindered or delayed Party, then the nonperforming,

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hindered or delayed Party will be excused for such nonperformance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use efforts consistent with industry standards and practices to promptly recommence performance, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered, or delayed by a Force Majeure Event will promptly notify the other Party by telephone (confirmed in writing as soon as possible following the inception of the delay) of the occurrence of the Force Majeure Event, describing in reasonable detail the nature of the Force Majeure Event. It is expressly agreed that strikes and union disputes, other than national strikes, are not to be considered an event of Force Majeure.

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- 22.2 No Liability. Neither Party shall be liable to the other for any delay or nonperformance of its obligations hereunder in the event and to the extent that such delay or nonperformance is due to a Force Majeure Event; provided that a Force Majeure Event shall not prevent or delay a Party's obligation to make payments to the other Party that are due and payable hereunder.
- 22.3 Suspension. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event may suspend such performance under the Order, in whole or in part, for the duration of the Force Majeure Event and resume performance under the Order once the Force Majeure Event ceases, with an option to extend the Time of Completion up to the length of time the contingency is endured.
- 22.4 Termination. If the performance of any Services becomes substantially suspended as the result of a Force Majeure Event for a continuous period exceeding one (1) month, then either Party shall have the right to cancel the Order under which the delayed Services are being performed or this MSA in respect of the unperformed part thereof. However, TNS shall be compensated as provided for in the relevant Order for Services which have been completed up to the date of cancellation.

ARTICLE 23 - INTELLECTUAL PROPERTY RIGHTS

- 23.1 NSN Intellectual Property and NSN Information. TNS acknowledges and accepts that all NSN Intellectual Property and all NSN Information that is provided to TNS under or in connection with this MSA is and shall remain the exclusive property of NSN and its licensors, whether or not specifically recognized or perfected under applicable law. NSN (and/or its licensors) will own all rights in any copy, translation, modification, adaptation, or derivation of the NSN Intellectual Property or the NSN Information, including any improvement or development thereof.
- 23.2 License. NSN hereby grants to TNS a personal, non-exclusive, non-transferable, royalty-free license to use the NSN Information solely for the performance of the Services. TNS will not use or copy the NSN Information for any other purpose than for the performance of the Services under this MSA or take any other action that jeopardizes NSN's rights in the NSN Intellectual Property or the NSN Information.
- 23.3 Termination of License. TNS's right to use the NSN Information will terminate automatically upon the expiry or termination of this MSA. TNS shall, upon the expiry or termination of this MSA, (i) make no further use of the NSN Information; (ii) promptly return to NSN all NSN Information and any and all copies thereof; and (iii) submit to NSN a properly signed and executed written document stating that all NSN Information that is in writing or in any other tangible form that has been disclosed to TNS by NSN, as well as any and all copies thereof, have been returned to NSN.
- 23.4 Work Product. All Work Product developed as a part of the performance of Work hereunder, wherever located, shall belong exclusively to NSN and shall, to the extent possible, be considered a work made for hire for NSN within the meaning of Title 17 of the United States Code. TNS hereby assigns, and



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automatically assigns at the time of creation of the Work Product, without any requirement of further consideration, any and all right, title, or interest in such Work Product, including any patents, copyrights or other intellectual property rights pertaining thereto and any and all rights to use, copy, distribute, sublicense, make and have made the Work Product. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be referred to as "moral rights." Upon request of NSN, TNS, at NSN's expense, shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment. If any Pre-Existing Materials are embedded in any Work Product, TNS hereby grants to NSN a perpetual, royalty-free, transferable, nonexclusive license to use such embedded Pre-Existing Materials solely in connection with the use and exploitation of such Work Product and only so long as such Pre-Existing Materials remain embedded in such Work Product and are not separated there from.

ARTICLE 24 - CONFIDENTIAL INFORMATION

24.1 Defined. "Confidential Information" means:

- (a) technical, financial and commercial information and data relating to a Party's or Customer's respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names, pricing and other technical, financial or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms;
- (b) NSN Intellectual Property;
- (c) NSN Information;
- (d) TNS Information;
- (e) Pre-Existing Materials; and
- (f) Information that relates to this MSA or the Services.

24.2 Standard of Care. The Recipient shall protect Confidential Information from disclosure to third Parties using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder to its agents, employees, and contractors who have a need to know, for the purpose of this MSA, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under this MSA. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the Owner.

24.3 Exceptions. The restrictions of this MSA on the use and disclosure of Confidential Information shall not apply to information that:

- (a) was publicly known to a third party at the time of Owner's communication thereof to Recipient;
- (b) becomes publicly known to a third party through no fault of Recipient subsequent to the time of Owner's communication thereof to Recipient;
- (c) was in Recipient's possession free of any obligation of confidence at the time of Owner's communication thereof to Recipient;
- (d) is developed by Recipient independently of and without reference to any of Owner's Confidential Information or other information that Owner disclosed in confidence to any third party;
- (e) is rightfully obtained by Recipient from a third party that, to the best of Recipient's knowledge, is authorized to make such disclosure without restriction;
- (f) is identified by Owner as no longer proprietary or confidential;
- (g) is disclosed to its attorneys, auditors, insurers, subcontractors and employees who have a need to

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have access to such Confidential Information in connection with their employment (or engagement, if applicable) by the receiving Party, so long as the receiving Party requires, in the case of its auditors, insurers and subcontractors, that each of them execute a confidentiality agreement containing terms and conditions no less restrictive than those set forth in this Article 24 and advises, in the case of its employees, each such employee of the confidentiality obligations set forth in this Article 24; or

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- (h) is disclosed by NSN to the Customer in connection with the performance of NSN's undertakings under the Customer Contract.

24.4 Defacement. The receiving Party will not allow the removal or defacement of any confidentiality or proprietary notice placed on items of the disclosing Party's Confidential Information.

24.5 Disposition of Confidential Information. The receiving Party shall immediately upon notice from the disclosing Party destroy the disclosing Party's Confidential Information; provided that, the disclosing Party agrees that such Confidential Information is required by the receiving Party in connection with its performance of this MSA. In any event, each Party's right to use the Confidential Information of the other Party will terminate automatically and with immediate effect upon the expiry or termination of this MSA. Each Party shall upon the expiry or termination of this MSA (a) make no further use of the Confidential Information of the other Party; (b) either promptly return to the other Party or destroy all of the other Party's Confidential Information and any and all copies thereof; and (c) submit to the other Party a properly signed and executed written document stating that all of the other Party's Confidential Information that is in writing or in any other tangible form, as well as any and all copies thereof, have been either destroyed or returned to the other Party; provided, however, with respect to clauses (b) and (c), the Parties expressly agree that Recipient may retain (subject to all other restrictions contained in this Agreement) any such Confidential Information that exists only as part of regularly generated electronic backup data, the destruction of which is not reasonably practicable; provided that Recipient may retain such material to the extent necessary to comply with applicable law, regulation or bona fide document retention policies.

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24.6 Term. The confidentiality undertakings of this Article 24 shall bind the Parties during the term of this MSA and for a period of one (1) year thereafter.

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24.7 Use of Marks. No name, logo, and/or trademark of NSN or its affiliates, may be used by TNS for any purpose without the prior written approval of NSN. Any publicity or advertising, in connection with any Services and/or this MSA or the Customer Contract, shall be subject to the prior written consent of NSN.

24.8 Required Disclosure. If Recipient is required by law, regulation, or court order to disclose any of Owner's Confidential Information, Recipient will promptly notify Owner in writing prior to making any such disclosure in order to facilitate Owner seeking a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with Owner in seeking such order or other remedy. Recipient further agrees that if Owner is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

24.9 Ownership. All Confidential Information disclosed under this MSA (including information in computer software or held in electronic storage media) shall be and remain the property of Owner.

24.10 Residuals. Subject to the provisions of this Article 24, neither Party is restricted from incidentally using any general operational ideas, concepts, know-how or techniques that are mentally retained in the



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unaided memories of the receiving Party's employees (and not intentionally memorized for the purpose of later recording or use) (the "Residual Knowledge").

- 24.11 Injunctive Relief. The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this MSA will result in irreparable injury to Owner for which monetary damages alone would not be an adequate remedy. Accordingly, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

ARTICLE 25 - COMPLIANCE WITH FEDERAL REGULATIONS

- 25.1 Executive Orders. Services under this MSA may be subject to the provisions of certain executive orders, federal laws, state law and associated regulations governing performance of this MSA including, but not limited to: Executive Order 11246, Executive Order 11625, Executive Order 11701, and Executive Order 12138, Section 503 of the Rehabilitation Act of 1973 as amended and the Vietnam Era Veteran's Readjustment Assistance Act of 1974. To the extent that such executive orders, federal laws, state laws and associated regulations apply to the Services under this MSA, and only to that extent, TNS agrees to comply with the provisions of all such executive orders, federal laws, state laws, and associated regulations, as now in force or as may be amended in the future, including, but not limited to the following:
- 25.2 Equal Opportunity Employer. In accordance with 41 C.F.R. §60-1.4(a), the Parties incorporate herein by this reference the regulations and contract sections required by that section, including but not limited to, TNS's agreement that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. TNS will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.
- 25.3 Non-Segregated Facilities. In accordance with 41 C.F.R. §60-1.8, TNS agrees that it does not and will not maintain or provide for its employees any facilities segregated on the basis of race, color, religion, sex or national origin at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where such segregated facilities are maintained. The term "facilities" as used herein means waiting rooms, work areas, restaurants and other eating areas, time clocks, rest rooms, wash rooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees; provided, that separate or single-user restroom and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
- 25.4 Affirmative Action Program. TNS agrees that it has developed and is maintaining an Affirmative Action Plan as required by 41 C.F.R. §60-1.4(b).
- 25.5 Filing. TNS agrees that it will file, per current instructions, complete and accurate reports on Standard Form 100 (EEO-1), or such other forms as may be required under 41 C.F.R. §60-1.7(a).
- 25.6 Handicapped Persons and Veterans. In accordance with 41 C.F.R. §60-250.20, and 41 C.F.R. §60-741.20, the parties incorporate herein by this reference the regulations and contract sections required by those provisions to be made a part of government contracts and subcontracts.



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- 25.7 FCC Regulations. Services furnished hereunder shall comply, to the extent applicable, with the requirements of Subpart B of Part 15 of the Federal Communication Commission's Rules and Regulations, as may be amended from time to time, including those sections concerning the labeling of Equipment and the suppression of radio frequency and electro-magnetic radiation to specified levels. Should the Equipment installed by **TNS**, despite meeting the FCC's standards as set forth above, generate harmful interference to radio communications, when used in accordance with **NSN's** reasonable operating instructions, **TNS** shall provide to **NSN** information relating to methods of suppressing such interference. Nothing herein shall be deemed to diminish or otherwise limit **TNS's** obligations under Article 14 "Warranties."

ARTICLE 26 - AFFIRMATIVE ACTION

- 26.1 MBE/WBE/DVBE Generally. **TNS** will use commercially reasonable efforts to utilize MBE/WBE and DVBE firms (as defined in the paragraph 26.3) as follows: 10% annual MBE participation; 5% annual WBE participation; and 1% annual DVBE participation. These goals apply to all annual expenditures by **NSN** pursuant to this MSA. MBE/WBE/DVBE participation may be achieved through cost of goods content, contract specific subcontracting, or the use of value-added resellers. The participation levels identified above will be renegotiated to comply with any requirements imposed on **NSN**. Attached hereto as Appendix 8, "MBE/WBE/DVBE Reporting" is **TNS's** completed participation plan outlining its MBE/WBE/DVBE goals and specific and detailed plans to achieve those goals. **TNS** will submit an updated participation plan annually by the first week in January each year during the term of this MSA. **TNS** will submit to **NSN** MBE/WBE/DVBE results reports quarterly by the 15th Day preceding the close of each quarter.
- 26.2 MBE/WBE/DVBE Cancellation Clause. If **TNS** falsifies or misrepresents, or fails to report a disqualifying change in the MBE/WBE/DVBE status of any supplier or any subcontractor utilized by **TNS**; or **TNS** fails to obtain any MBE/WBE/DVBE utilization goals established by **TNS**; or **TNS** fails to cooperate in any investigation conducted by **NSN** or its designee to determine **TNS's** compliance with this Article 26, in addition to any other rights or remedies **NSN** may have, **TNS** shall reimburse **NSN** for a mutually agreed upon amount proportional to the difference between the value of Orders which should have been dedicated to MBE, WBE and DVBE firms as per paragraph 26.1 and the actual value of work performed by such firms.
- 26.3 MBE/WBE/DVBE Definitions:
- (a) For purchases under this MSA by **NSN**, Minority and Women Business Enterprises (MBEs/WBEs) are defined as businesses which satisfy the requirements of paragraph (b) below.
 - (b) MBEs/WBEs must be at least 51% owned by a minority individual or group or by one or more women (for publicly-held businesses, at least 51% of the stock must be owned by one or more of those individuals), the MBEs/WBEs' management and daily business operations must be controlled by one or more of those individuals and these individuals must be either U. S. citizens or legal aliens with permanent residence status. For the purpose of this definition, minority group members include male or female Asian Americans, Black Americans, Filipino Americans, Hispanic Americans, Native Americans (i.e., American Indians, Eskimos, Aleuts and Native Hawaiians), Polynesian Americans and multi-ethnic (i.e., any combination of MBEs and WBEs where no one specific group has a 51% ownership and control of the business, but when aggregated, the ownership and control combination meets or exceeds the 51 % rule). "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means actively involved in the day-to-day management of the business and not merely acting as officers or

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directors.

- (c) For purchases under this MSA, DVBEs are defined as any business concern that satisfies the requirements of paragraph (d) below and is certified as a DVBE by a certifying agency recognized by NSN.
- (d) The DVBE must be (1) a non-publicly-owned enterprise at least 51 % owned by one or more disabled veterans; (2) a publicly-owned business in which at least 51% of the stock is owned by one or more disabled veterans; (3) a subsidiary which is wholly owned by a parent corporation, but only if at least 51 % of the voting stock of the parent corporation is owned by one or more disabled veterans; or (4) a joint venture in which at least 51% of the joint venture's management and control and earnings are held by one or more disabled veterans. In each case, the management and control of the daily business operations must be by one or more disabled veterans. A disabled veteran is a veteran of the military, naval or air service of the United States with a service-connected disability. "Management and control" in this context means exercising the power to make policy decisions and actively involved in the day-to-day management of the business and not merely acting as officers or directors.
- (e) Foreign-owned firms operating in the United States do not qualify as MBE/WBE/DVBE merely by virtue of being foreign-owned. They must meet all other definitions listed above to satisfy these requirements.

26.4 Nomination. The TNS shall nominate at least one person who shall be the contact point and coordinator with respect to the obligations contained in this Article 26.

ARTICLE 27 - DISPUTE RESOLUTION

27.1 If a dispute cannot be resolved within twenty-one (21) calendar days of the date of a written notice, then any dispute shall, unless either Party elects otherwise, be finally settled by arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association. The Arbitration Panel shall be composed of three (3) arbitrators. Each Party shall select an arbitrator and the third arbitrator will be appointed according to the said Rules. The award shall be final and binding on the Parties and enforceable in any court of competent jurisdiction. The place of arbitration shall be Dallas, Texas and the proceedings shall be conducted in the English language. NSN may elect not to arbitrate the dispute, and if so, NSN may determine the city in which proceedings can be filed at its sole discretion. TNS may request notification of NSN's election to arbitrate, and within fourteen (14) days, NSN shall notify TNS of its election and the city in which proceedings may be filed, if applicable.

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27.2 TNS will continue performance, and NSN shall continue to make payments to TNS that are due and payable to TNS, during the pendency of any dispute, unless NSN terminates this MSA under Article 21, "Term and Termination."

27.3 Nothing in this Article 27 shall restrict either Party from seeking injunctive or other equitable relief.

ARTICLE 28 - GENERAL PROVISIONS

28.1 Amendment. This MSA cannot be amended or modified except by a written agreement duly executed by NSN and TNS.



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28.2 Obligation Fulfillment. TNS warrants that it is committed to complete fulfillment of its obligations as contained in this MSA and the applicable Appendix, Amendment and/or Attachment. Any consideration for delay from TNS for its failure to meet those obligations shall be due to NSN as outlined in Article 20. Such consideration shall not be considered a penalty. Both Parties agree that any consideration represents a reasonable pre-estimate of NSN's probable loss. The remedies as set out in the MSA and the applicable Appendix, Amendment and/or Attachment shall be the remedies for default.

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28.3 Waiver. No failure or delay of either Party in exercising its rights hereunder (including but not limited to the right to require performance of any provision of this MSA) shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights.

28.4 Notices. Except as otherwise specified in this MSA, all notices, requests, consents, approvals and other communications required or permitted under this MSA must be in writing and will be deemed properly given and received when delivered to the address specified below (by hand, email, registered mail, a nationally recognized courier or overnight delivery service such as United Parcel Service, or telecopy (confirmed by the recipient), to the telecopy number specified below:

In the case of TNS:

Mauricio Villalon
Director-Nokia National Account
655 North Glenville Dr.
Richardson, TX 75081
206-910-4538
Mvillallon@telns.com

Deleted: Name
 Title
 Address
 Mobile
 Fax
 E-mail
 [TNS Location]

With copy to:

John Dobmeier
President
655 North Glenville
Richardson, TX 75081
 Mobile
 Fax
 E-mail: jdobmeier@telns.com

Deleted: Name

Deleted: Title
Address

In the case of NSN:

Name
 Title
 Address
 Mobile
 Fax
 E-mail

With a copy to:

Nokia Siemens Networks US LLC.
Name:
 Attn: Director of Legal Services



Contract Number XXXXXX-XXXX

1040 Crown Point Parkway
Suite 900
Atlanta, GA 30338

Fax:


Email:

Either Party may change its address or telecopy number for notification purposes by giving the other Party ten (10) Days' notice of the new address or telecopy number and the date upon which it will become effective.

- 28.5 Independent Contractors. The Parties intend to create an independent contractor relationship and nothing contained in this MSA will be construed to make either Party partners, joint ventures, principals, agents or employees of the other. No officer, director, employee, agent, affiliate, or contractor retained by TNS to perform Services will be deemed to be an employee, agent, or contractor of NSN. Neither Party will have any right, power, or authority, express or implied, to bind the other.
- 28.6 Counterparts. This MSA may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the Parties. This MSA may be signed by facsimile, including in multiple counterparts if necessary, each of which counterpart is to be considered an original.
- 28.7 Construction. The recitals are incorporated herein by reference. This MSA is binding on the successors and assigns of the Parties. Each Party agrees to sign any additional documentation reasonably requested by the other Party which becomes necessary or desirable to further evidence the intent of this MSA; provided that such documentation shall not impact or otherwise alter the rights and obligations of the Parties hereunder. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this MSA or any Appendix, Amendment and/or Attachment. NSN's parent and affiliated companies are third party beneficiaries under this MSA.
- 28.8 Assignment. Neither Party shall assign or transfer this MSA, or any of its rights or obligations under this MSA, to any third party without the prior written consent of the other Party, which may be withheld at such Party's sole discretion except in connection with assignment to an affiliate of the assigning Party. In that case, consent will not be unreasonably withheld so long as the assigning Party remains fully responsible to the other Party for the proper fulfillment of this MSA. This MSA is binding upon the permitted successors and assigns of each Party.
- 28.9 Further Assurances. The Parties will, subsequent to the Effective Date, and without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this MSA; provided that such instruments or acts do not impact or otherwise alter the rights and obligations of the Parties hereunder.
- 28.10 Language. All communications between the Parties in connection with this MSA and provision of the Services by TNS shall be in the English language.
- 28.11 Survival. The provisions of Articles 14, "Warranties", Article 16, "Indemnities", Article 17, "Damages", Article 18, "Insurance", Article 20, "Delays", Article 21, "Term and Termination", Article 22, "Force Majeure", Article 23, "Intellectual Property Rights", Article 24, "Confidential Information", Article 25, "Compliance with Federal Regulations", and Article 27, "Dispute Resolution", shall remain in force notwithstanding termination, cancellation or expiry of the MSA.

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Nokia Siemens
Networks



Contract Number XXXXXX-XXXX

- 28.12 Severability. Should any provision of this MSA be partially or totally invalidated, the balance of the provisions shall remain unaffected. It is agreed by the Parties hereto that the ineffective provision shall be replaced by a valid provision which is fair to both contracting Parties and which, as far as legally possible, most closely resembles the economic purpose of the ineffective provision.
- 28.13 Governing Law. This MSA is governed by and shall be interpreted in accordance with the laws of the State ~~where the Work is performed~~ without regard to its conflicts of law provisions.
- 28.14 Interpretation. The following rules of interpretation shall be applied in interpreting this MSA and any Purchase Order: (i) headings and captions are for convenience only and are not to be used in the interpretation of this MSA or any Purchase Order; (ii) as used in this MSA or any Purchase Order, the terms "include" or "including" will always be deemed to mean "including, without limitation;" (iii) consents or approvals required to be given under this MSA shall be in writing and shall not be unreasonably withheld, delayed or denied unless the MSA expressly states otherwise; and (iv) all requests under this MSA shall be reasonable. The language of this MSA shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The Parties agree that this MSA has been prepared jointly and has been the subject of arm's length and careful negotiation. Each Party has been given the opportunity to independently review this MSA with legal counsel and other consultants, and each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this MSA, the drafting of the language of this MSA shall not be attributed to either Party.
- 28.15 Non-intervention. In connection with the performance of Services by TNS to NSN, TNS agrees not to intentionally influence, directly or indirectly, any regulatory, legislative or judicial body so as to prevent or delay the utilization of the Services by NSN or a Customer.
- 28.16 Publicity. Each Party agrees not to publish press releases or publicity matters or materials concerning this MSA or any of the Services without the other Party's prior written consent, to be given at the sole discretion of such Party, except to the extent that a disclosure is required by applicable law.
- 28.17 Remedies. All remedies provided for in this MSA, Appendices, Amendments and/or Attachments shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

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[Signature Page Follows.]

IN WITNESS WHEREOF, this MSA has been signed by the duly authorized representatives of each Party hereto.

Signed this _____ day of _____, 2007 in _____.

Advanced Technologies and Installation Nokia Siemens Networks US LLC
Corporation d/b/a Telecom Network
Specialists

By: _____

Name: _____

Title _____


Name: _____

Title _____

Witness: _____

By: _____

Kathleen Nugent
 Contract Manager

Deleted: ¶ Nokia Siemens Networks  Contract Number XXXXXX-XXXX¶
Deleted: Signed this 2 nd day of May, 2007 in Atlanta, Georgia.¶ ¶ ¶ [TNS] . Nokia Siemens Networks US LLC, ¶ . ¶ ¶
_____¶ Name: . Name:¶ ¶ Title . Title:¶ ¶ [TNS] . Nokia Siemens Networks US LLC ¶
Deleted: ____
Deleted: ____